GLOSSARY (CORE)

Note to drafters: Definitions, acronyms and abbreviations that are not used in a particular Contract may be deleted from this list. If drafters consider that an additional definition, acronym or abbreviation should be added, careful consideration needs to be given to the legal effect of the proposed addition in the context of the existing document.

All acronyms, abbreviations, definitions and referenced documents (if included in definitions), should be reviewed for currency prior to both the RFT release and the Effective Date.

1. Acronyms and Abbreviations

| Abbreviation | Description |
| --- | --- |
| 1. ABN | 1. Australian Business Number |
| 1. ACM | 1. Asbestos Containing Material |
| 1. ACN | 1. Australian Company Number |
| 1. ACICA | 1. Australian Centre for International Commercial Arbitration |
| 1. ACIP | 1. Approved Contractor Insurance Program |
| 1. ADF | 1. Australian Defence Force |
| 1. ANZ | 1. Australian and New Zealand |
| 1. AIC | 1. Australian Industry Capability |
| 1. APS | 1. Adjusted Performance Score |
| 1. ARPANSA | 1. Australian Radiation Protection and Nuclear Safety Agency |
| 1. ASD | 1. Australian Signals Directorate |
| 1. ATO | 1. Australian Taxation Office |
| 1. CASG | 1. Capability Acquisition and Sustainment Group |
| 1. CASR | 1. Commonwealth Assets Stocktaking Report |
| 1. CASP | 1. Commonwealth Asset Stocktaking Plan |
| 1. CCP | 1. Contract Change Proposal |
| 1. CCSF | 1. Commonwealth Child Safe Framework |
| 1. CMCA | 1. Contractor Managed Commonwealth Assets |
| 1. COC | 1. Conditions of Contract |
| 1. COMSEC | 1. Communications Security |
| 1. CPI | 1. Consumer Price Index |
| 1. CPR | 1. Contract Performance Review |
| 1. CPRs | 1. Commonwealth Procurement Rules |
| 1. CSERPW | 1. Complex Services Pricing Workbook |
| 1. CSRL | 1. Contract Services Requirements List |
| 1. CSR | 1. Contract Status Report |
| 1. DEFLOGMAN | 1. Defence Logistics Manual |
| 1. DID | 1. Data Item Description |
| 1. DIP | 1. Defence Industry Participation |
| 1. DISP | 1. Defence Industry Security Program |
| 1. DOF | 1. Department of Finance |
| 1. DSD | 1. Detailed Service Description |
| 1. DSPF | 1. Defence Security Principles Framework |
| 1. ED | 1. Effective Date |
| 1. ENVMP | 1. Environmental Management Plan |
| 1. ENVMS | 1. Environmental Management System |
| 1. ERP | 1. Enterprise Resource Planning |
| 1. ESCM | 1. Electronic Supply Chain Manual |
| 1. GFD | 1. Government Furnished Data |
| 1. GFE | 1. Government Furnished Equipment |
| 1. GFF | 1. Government Furnished Facilities |
| 1. GFI | 1. Government Furnished Information |
| 1. GFM | 1. Government Furnished Material |
| 1. GFS | 1. Government Furnished Services |
| 1. GST | 1. Goods and Services Tax |
| 1. ICT | 1. Information and Communications Technology |
| 1. IP | 1. Intellectual Property |
| 1. IPP | 1. Australian Government Indigenous Procurement Policy |
| 1. IPPRS | 1. Indigenous Procurement Policy Reporting Solution |
| 1. IT | 1. Information Technology |
| 1. KPI | 1. Key Performance Indicator |
| 1. LMP | 1. Learning Management Package |
| 1. MPL | 1. Maximum Probable Loss |
| 1. MEC | 1. Multiple Entry Consolidated |
| 1. MILIS | 1. Military Integrated Logistics Information System |
| 1. NIAA | 1. National Indigenous Australian Agency |
| 1. NTE | 1. Not To Exceed |
| 1. ODS | 1. Ozone Depleting Substances |
| 1. OEM | 1. Original Equipment Manufacturer |
| 1. QMS | 1. Quality Management System |
| 1. PBC | 1. Performance Based Contracting |
| 1. PEPPOL | 1. Pan-European Public Procurement On-Line |
| 1. PHIP | 1. Phase In Plan |
| 1. PHOP | 1. Phase Out Plan |
| 1. POD | 1. Planned Operative Date |
| 1. PT PCP | Note to drafters: Include if clauses 10.9.13 to 10.9.17 (regarding PT PCP) are included in the COC.   1. Payment Times Procurement Connected Policy |
| 1. QMS | 1. Quality Management System |
| 1. RAAF | 1. Royal Australian Air Force |
| 1. RAN | 1. Royal Australian Navy |
| 1. RI | 1. Repairable Item |
| 1. S&Q | 1. Survey and Quote |
| 1. S&TE | 1. Support and Test Equipment |
| 1. SADL | 1. Systems Approach to Defence Learning |
| 1. SCCG | 1. Security Classification and Categorisation Guide |
| 1. SDS | 1. Safety Data Sheet |
| 1. SOW | 1. Statement of Work |
| 1. SGGs | 1. Synthetic Greenhouse Gasses |
| 1. SMP | 1. Services Management Plan |
| 1. SME | 1. Small to Medium Enterprise |
| 1. SSMP | 1. Support Services Management Plan |
| 1. SSR | 1. Services Summary Report |
|  |  |
| 1. STR | 1. Statement of Tax Record |
| 1. TD | 1. Technical Data |
| 1. TDL | 1. Technical Data List |
| 1. TDSR | 1. Technical Data and Software Rights |
| 1. WHS | 1. Work Health and Safety |
| 1. VET | 1. Vocational Education and Training |

1. DEFINITIONS
   1. In the Contract, unless the contrary intention appears, words, abbreviations and acronyms have the meaning given to them in this Glossary or in the Details Schedule.

| Term | Status | Definition |
| --- | --- | --- |
| 1. Acceptance | 1. (Core) | 1. means acceptance of Deliverables delivered in the course of providing the Services in accordance with clause 5.6 of the COC, signified by the Commonwealth Representative’s signature (or by an Authorised Person’s signature) of the Supplies Acceptance Certificate; and ‘Accept’ has a corresponding meaning. |
| 1. Achieved Performance | 1. (Optional) | 1. for a KPI for a Review Period, means a number representing the Contractor's performance against the KPI in the Review Period, as determined in accordance with Annex G to Attachment B. |
|  |  |  |
| 1. Adjusted Performance Score | 1. (Optional) | 1. for a KPI for a Review Period, means the percentage score determined, in accordance with Annex G to Attachment B, as the Contractor’s Adjusted Performance Score, representing the relative value of the Achieved Performance to the Commonwealth. |
| 1. Adjustment Date | 1. (Core) | Note to drafters: This definition is drafted on the assumption that the Adjustment Dates will align with financial years, but it may be amended to suit the individual draft contract. If the preference is to align the Adjustment Dates with each anniversary of the Effective Date then this definition could be replaced with the following:  means each anniversary of the Effective Date.   1. means:    1. in respect of the first application of the formula in clause 6.2 of Attachment B, 1 July immediately following the Effective Date; and    2. in respect of any subsequent application of the formula in clause 6.2 of Attachment B, each anniversary of the date referred to in paragraph a. |
| 1. Adjustment Note | 1. (Core) | 1. has the same meaning as in the GST Act. |
| 1. Adjustment Payment | 1. (Core) | 1. has the meaning given by clause 6.3.4 of the COC. |
| 1. Allowable Costs | 1. (Core) | 1. means a cost incurred by the Contractor that is an allowable cost in accordance with the meaning in theDefence Cost Principles. |
| 1. Application for a Deviation | 1. (Core) | 1. means an Application for a Deviation in the form of the annex to DID-PM-MGT-AFD. |
| 1. Approval | 1. (Core) | * 1. for a data item, has the meaning given by clause 2.3 of the SOW; and   2. in every other context, means the act of the Commonwealth Representative approving a particular claim, proposal or course of action as a basis for further work under the Contract.  1. Approval in either case does not constitute Acceptance; ‘Approve’ has a corresponding meaning. |
| 1. Approved Subcontractor | 1. (Core) | 1. means a Subcontractor listed in Attachment I or the Approved Subcontractor section of an S&Q Order; and ‘Approved Subcontract’ means a contract between the Contractor and an Approved Subcontractor. |
| 1. Approved Substance | 1. (Core) | 1. means a Problematic Substance that is:    1. specified for use by the Commonwealth in writing, including a Problematic Substance used for a purpose(s) stated in Technical Data that has been specified by the Commonwealth for use in providing the Services;    2. Approved and used for the purpose(s) specified in an Approved Application for a Deviation; or    3. Approved and used for the purpose specified in the Approved SMP. |
| 1. Asbestos Containing Material | 1. (Core) | 1. has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth). |
| 1. Assets Register | 1. (Core) | 1. means the log used by the Contractor for recording Contractor Managed Commonwealth Assets. |
| 1. Associated Parties | 1. (Core) | 1. means other entities (including other contractors and Commonwealth organisations) performing activities related to the Services or otherwise having a connection with the Services. |
| 1. Attachment | 1. (Core) | 1. means an Attachment to the Contract. |
| 1. Audit | 1. (Core) | 1. means a systematic, independent and documented process for obtaining audit evidence and evaluating it objectively to determine the extent to which audit criteria are fulfilled. |
| 1. Australian Privacy Principles | 1. (Core) | 1. has the same meaning as in the *Privacy Act* *1988* (Cth). |
| 1. Australian Industry | 1. (Core) | 1. means:    1. Australian business entities that perform work in Australia with Australian-based employees and have an Australian Business Number (ABN);    2. New Zealand business entities that perform work in New Zealand with New Zealand-based employees (consistent with the Closer Economic Relationship agreement between Australia and New Zealand) and have a New Zealand Business Number (NZBN); and    3. Australian Industry includes subsidiaries of overseas companies (eg, equipment manufacturers) based in Australia or New Zealand, that meet the above criteria. |
| 1. Authorisation | 1. (Core) | 1. means a licence, accreditation, permit, registration, regulatory approval, Export Approval or other documented authority (however described), required by law and necessary for the provision of Services or the performance of the Contract. |
| 1. Authorised Person | 1. (Core) | 1. means a person who is delegated a function or authorised to carry out a function on behalf of the Commonwealth Representative in accordance with the Contract. |
| 1. Defence Cost Principles | 1. (Core) | 1. means the Defence Cost Principles, as amended from time to time. |
| 1. Certification | 1. (Core) | for clause 9 of the SOW, has the meaning given by clause 9 of the SOW. ’Certified’ has a corresponding meaning. |
| 1. Change of Control | 1. (Core) | 1. means:    1. a body corporate or entity that Controls the Contractor or the Guarantor ceases to Control the Contractor or the Guarantor; or    2. a body corporate or entity that does not Control the Contractor or the Guarantor comes to Control the Contractor or the Guarantor. |
| 1. Circuit Layout | 1. (Core) | 1. means a circuit layout that is protected under the *Circuit Layouts Act 1989* (Cth) or the corresponding laws of any other jurisdiction. |
| 1. Claim | 1. (Core) | 1. means a claim, demand, suit or proceeding of any kind, including by way of court proceedings, proceedings in the nature of arbitration, mediation or other methods of dispute resolution and administrative claims and proceedings (whether or not before a tribunal). |
| 1. Commercial Item | 1. (Core) | 1. means an item or service that is:    1. available to the general public or in the market for defence goods and services for supply on standard commercial terms; and    2. able to be used for its intended purpose under the Contract without development or modification (except for any minor modification or reconfiguration that is necessary and commonly required to install the item or use the service), 2. but does not include an item created, manufactured or produced by the Contractor or a Related Body Corporate of the Contractor. |
| 1. Commercial Software | 1. (Core) | 1. means Software that is:    1. a Commercial Item;    2. supplied without further development or modification in conjunction with a Commercial Item, under the standard commercial terms applicable to that item; or    3. Free and Open Source Software. |
| 1. Commercial TD | 1. (Core) | 1. means TD that is:    1. a Commercial Item; or    2. supplied, without further development or modification, in conjunction with a Commercial Item or Commercial Software under the standard commercial terms applicable to that item or Software. |
| 1. Commercialise | 1. (Core) | 1. means, in respect of the Commonwealth or any of its sublicensees, to exploit the IP in TD, Contract Material or Software in return for payment of a royalty or a commercial return to the Commonwealth or the sublicensee. |
| 1. Commonwealth Contractor | 1. (Core) | 1. means a person (other than the Contractor or a Subcontractor) engaged by the Commonwealth to provide goods or services to the Commonwealth. |
| 1. Commonwealth Default | 1. (Core) | 1. means a Default by the Commonwealth, a Commonwealth Officer or a Commonwealth Contractor. |
| 1. Commonwealth Funded Resources | 1. (Core) | 1. has the meaning set out in clause 3.16 of the COC. |
| 1. Commonwealth Mandated GFM | 1. (Optional) | 1. means GFE or GFD identified as ‘Commonwealth Mandated GFM’ in:    1. Attachment G; or    2. the GFM section of a S&Q Order. |
| 1. Commonwealth Mandated GFS | 1. (Optional) | 1. means GFS identified as 'Commonwealth Mandated GFS' in:    1. Annex B to Attachment G; or    2. the GFS section of a S&Q Order. |
| 1. Commonwealth Material | 1. (Optional) | 1. means any of the following IP created under the Contract owned by the Commonwealth:    1. any TD or Software of the type described in Annex B to Attachment D (TDSR Schedule);    2. any TD or Software described as such in an S&Q Order; and    3. any developments, modifications or improvements to that TD or Software. |
| 1. Commonwealth Officer | 1. (Core) | 1. means any of the following:    1. a Minister of State for the Commonwealth;    2. a person employed or engaged under the *Public Service Act 1999* (Cth) or the *Members of Parliament (Staff) Act 1984* (Cth);    3. a person who is included in Defence Personnel; and    4. a member of the Australian Federal Police. |
| 1. Commonwealth Personnel | 1. (Core) | 1. means any Commonwealth Officers, Defence Personnel and any other agents of the Commonwealth. |
| 1. Commonwealth Premises | 1. (Core) | 1. means any of the following that is owned, leased, occupied or operated by the Commonwealth:    1. an area of land or any other place (whether or not it is enclosed or built on);    2. a building or other structure; and    3. a vehicle, a vessel (including a submarine) or an aircraft. |
| 1. Commonwealth Property | 1. (Core) | 1. means property of any kind (including GFM) owned or leased by, or in the possession of, the Commonwealth. |
| 1. Commonwealth Service Provider | 1. (Core) | 1. means a person (including an officer or employee of the person) engaged to perform a function, or discharge a duty, of the Commonwealth, including a person engaged to provide:    1. professional, administrative, contract management or project management services to Defence; or    2. technical management or assurance services, including verification and validation, safety, certification, security or capability development. |
| 1. Commonwealth Supplier Code of Conduct | 1. (Core) | 1. means the Commonwealth Supplier Code of Conduct, as amended from time to time. |
| 1. Confidential Information | 1. (Core) | 1. means:    1. any information in the Contract that is identified in Attachment E or in the Confidential Information section of an S&Q Order; or    2. any other information that:       1. is commercially sensitive (not generally known or ascertainable);       2. the disclosure of which would cause unreasonable detriment to the owner of the information or another party; and       3. was provided with an express understanding that it would remain confidential, 2. but does not include information which:    1. is or becomes public knowledge other than by breach of the Contract;    2. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or    3. has been independently developed or acquired by the receiving party. |
| 1. Configuration Management or CM | 1. (Optional) | 1. means a process for establishing and maintaining the consistency of an item of equipment’s performance, functional, and physical attributes with its specified requirements, design and operational information, throughout its life. |
| 1. Consolidated Group | 1. (Optional) | 1. means a Consolidated Group or a MEC group as those terms are defined in section 995-1 of the *Income Tax Assessment Act* *1997* (Cth). |
| 1. Contamination | 1. (Core) | 1. means the presence in, on or under land, air or water of a substance or emission (whether solid, liquid, gas, odour, heat, sound, vibration or radiation) at a concentration above the concentration at which the substance is normally present in, on or under the land, air or water in the same locality, that presents a risk of Environmental Harm, including harm to human health or any other aspect of the Environment, or could otherwise give rise to a risk of non-compliance with any statutory requirement for the protection of the Environment. |
| 1. Contract | 1. (Core) | 1. means the COC (including the Details Schedule), the Attachments including the SOW, any S&Q Order and any document expressly incorporated as part of the Contract. |
| 1. Contract Change Proposal | 1. (Core) | 1. has the meaning given by clause 10.1 of the COC. |
| 1. Contract Material | 1. (Core) | 1. means information, other than TD or Software, reduced to a material form (whether stored electronically or otherwise) that is delivered or required to be delivered to the Commonwealth under the Contract. |
| 1. Contract Performance Review | 1. (Core) | 1. means a review conducted in accordance with clause 3.3 of the SOW. |
| 1. Contractor Default | 1. (Core) | 1. means a Default in relation to the Contract by the Contractor or Contractor Personnel. |
| 1. Contractor Maintained Licensed Fittings | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. for a GFF Licensed Area, means the Licensed Fittings identified in the list titled ‘Contractor Maintained Licensed Fittings’ included in Appendix 2 of the relevant annex to Attachment K. |
| 1. Contractor Managed Commonwealth Asset | 1. (Core) | 1. means any item of Commonwealth Property subject to inventory and stock control that is in the care, custody or control of the Contractor or Contractor Personnel for the purposes of the Contract. |
| 1. Contractor Personnel | 1. (Core) | 1. means each of the following:    1. an employee, officer or agent of the Contractor;    2. a Subcontractor; and    3. an employee, officer or agent of a Subcontractor. |
| 1. Contractor Premises | 1. (Core) | 1. means any of the following:    1. premises owned by the Contractor, a Related Body Corporate of the Contractor or a Subcontractor; and    2. premises:       1. that is leased by, or licensed to, the Contractor, a Related Body Corporate of the Contractor, or a Subcontractor; and       2. where the Contractor, Related Body Corporate or the Subcontractor is responsible for controlling physical access to the premises. |
| 1. Control | 1. (Core) | 1. means, in relation to the Contractor or the Guarantor, any of the following:    1. the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in the Contractor or the Guarantor;    2. the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in the Contractor or the Guarantor;    3. the ability to appoint or remove a majority of the directors of the Contractor or the Guarantor;    4. the ability to exercise or control the exercise of the casting of a majority of the votes at the meeting of the board of directors of the Contractor or the Guarantor; or    5. any other means, direct or indirect, of dominating the decision making and financial and operating policies of the Contractor or the Guarantor. |
| 1. Controller | 1. (Core) | 1. has the same meaning as in the *Corporations Act 2001* (Cth). |
| 1. Copyright | 1. (Core) | 1. means any existing or future copyright as defined under the *Copyright Act 1968* (Cth) or the corresponding laws of any other jurisdiction in any original literary and artistic works, computer programs and Software, sound recordings and any other works or subject matter whether stored electronically or otherwise in which copyright subsists and may subsist in the future. |
| 1. Correctly Rendered Invoice | 1. (Optional) | Note to drafters: Include if clauses 10.9.13 to 10.9.17 (regarding PT PCP) are included in the COC.   1. for the purposes of clause 10.9.14 of the COC, means an invoice which is:    1. rendered in accordance with all of the requirements of the relevant PT PCP Subcontract; and    2. for amounts that are correctly calculated and due for payment and payable under the terms of the relevant PT PCP Subcontract. |
| 1. Dangerous Goods | 1. (Core) | 1. has the meaning given in the Australian Code for the Transport of Dangerous Goods by Road and Rail (as amended from time to time). |
| 1. day | 1. (Core) | 1. means a calendar day. |
| 1. Default | 1. (Core) | 1. means any of the following:    1. a breach of an express or implied provision of the Contract by a party to the Contract; and    2. a breach of a general law duty or an applicable law in relation to the Contract by any of the following:       1. the Commonwealth or Commonwealth Personnel;       2. a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor; and       3. the Contractor or Contractor Personnel. 2. A breach of a general law duty or an applicable law by Commonwealth Personnel, a Commonwealth Contractor or an employee, officer or agent of a Commonwealth Contractor is taken to be a Default by the Commonwealth. 3. A breach of a general law duty or an applicable law by Contractor Personnel is taken to be a Default of the Contractor. |
| 1. Default Notice | 1. (Core) | 1. means a notice given to the Contractor requiring the Contractor to remedy a Default within the period specified in the notice. |
| 1. Defect | 1. (Core) | 1. means:    1. in respect of a Deliverable, any fault, defect, damage, omission or deficiency in design, materials, workmanship or quality (other than fair wear and tear), which:       1. results in the Deliverable not conforming to a requirement of this Contract or applicable legislation or recognised standards of practice; or       2. renders the Deliverable unfit for its intended use; and    2. in respect of any other Service, the provision of the Service otherwise than in accordance with this Contract, applicable legislation or recognised standards of practice. |
| 1. Defence | 1. (Core) | 1. means the Department of Defence and/or the Australian Defence Force. |
| 1. Defence Personnel | 1. (Core) | 1. means an employee of the Department of Defence or a member of the Australian Defence Force (whether of the Permanent Forces or Reserves as defined in the *Defence Act 1903* (Cth)) and the equivalents from other organisations on exchange to Defence. |
| 1. Defence Property | 1. (Core) | 1. means Commonwealth Property administered by Defence. |
| 1. Defence Purpose | 1. (Core) | 1. means a purpose related to any of the following:    1. the defence and defence interests of Australia;    2. the national security of Australia;    3. the provision of aid or assistance in respect of an emergency or disaster (whether natural or otherwise); and    4. peacekeeping or peace enforcement activities. |
| 1. Defence Service Provider | 1. (Core) | 1. means a person, other than Defence Personnel, involved in Defence work or engaged by Defence. |
| 1. Deliverable(s) | 1. (Core) | 1. means any information (including Technical Data), document (including reports, manuals, designs, drawings and the like), hardware, Software or other thing, which is, or is required by the Contract to be, delivered or provided by the Contractor or its agents to the Commonwealth or its agents in the course of the performance of the Services. |
| 1. Deviation | 1. (Optional) | 1. means written authorisation to depart from the specified requirements for a Service or Deliverable. An Application for a Deviation is submitted before the event, when a condition is identified as not being able to be achieved, such as any of the following:    1. test requirement;    2. process requirement;    3. material requirement; and    4. quality system requirement. |
| 1. DIP Activity | 1. (Core) | 1. means an activity required to be undertaken by ANZ industry as set out in Attachment J. |
| 1. DIP Activity Value | 1. (Core) | 1. means the value of an activity required to be undertaken by ANZ industry as set out in Attachment J. |
| 1. DIP Obligation | 1. (Core) | 1. means the obligations under the Contract relating to DIP and for the avoidance of doubt includes the obligations on the Contractor under clause 4 of the COC, clause 3.15 of the SOW and Attachment J. |
| 1. Dispute | 1. (Core) | 1. means any dispute, difference or disagreement between the parties arising out of or in connection with this Contract, including any dispute or difference as to the formation, validity, existence or termination of this Contract. |
| 1. document | 1. (Core) | 1. includes:    1. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and    2. any article or material from which sound, images or writings are capable of being reproduced with or without the aid of any other article or device. |
| 1. Engineering Services | 1. (Optional) | 1. means those Services associated with performing activities of an engineering nature, including design management, technical-integrity management, Configuration Management and Software support, as well as the management of these engineering activities. |
| 1. Environment | 1. (Optional) | 1. in the context of environmental management, means any of the following:    1. ecosystems and their constituent parts;    2. natural and physical resources;    3. the qualities and characteristics of locations, places and areas;    4. noise; and    5. the social, economic, aesthetic and cultural aspects of a thing mentioned in paragraph a, b or c. |
| 1. Environmental Harm | 1. (Optional) | 1. means any actual or threatened adverse impact on, or damage to, the Environment. |
| 1. Environmental Incident | 1. (Optional) | 1. means any Environmental Harm or Contamination caused by or in relation to the Contractor’s activities. |
| 1. Environmental Management System | 1. (Core) | 1. has the meaning given to that term in AS/NZS ISO 14001:2015. |
| 1. Excepted Risk | 1. (Core) | 1. means an event or circumstance that is any of the following:    1. an act of God, including a natural disaster (such as a bushfire, an earthquake, a flood, a landslide or a cyclone);    2. war, invasion, acts of foreign enemies, hostilities between nations, a terrorist act as defined in section 100.1 of the Criminal Code, civil insurrection or militarily usurped power;    3. confiscation by governments or public authorities; or    4. ionising radiation, contamination by radioactivity from nuclear fuel or waste, or combustion of nuclear fuels, 2. except to the extent that the event or circumstance (or any resulting delay, loss or damage):    1. arose out of or as a consequence of a Contractor Default; or    2. could have been prevented or mitigated, by reasonable care on the part of the Contractor or Contractor Personnel. |
| 1. Export Approval | 1. (Core) | 1. means an export licence, agreement, approval or other documented authority (however described) relating to export, required from the relevant authority in the country of origin and necessary for the provision of the Services. |
| 1. Extension Notice | 1. (Core) | 1. means a notice in the form of Annex B to Attachment F. |
| 1. Facilities | 1. (Core) | 1. means all mobile, fixed, permanent and semi-permanent buildings, structures, installations, and the associated utilities for the operating, supply, Training, and administrative elements used under or in connection with the Contract. |
| 1. Facilities Condition Report | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. in relation to a GFF Licensed Area, means the report at Appendix 3 of the relevant annex to Attachment K. |
| 1. Failure | 1. (Optional) | 1. means the inability of a system or component to perform its required functions within specified performance requirements. |
| 1. Free and Open Source Software | 1. (Core) | 1. means Software that:    1. is distributed on a free to use basis without a requirement to pay a royalty or other fee; and    2. may be used, modified, developed or adapted by any person subject to specified conditions, 2. and includes open source Software, public domain Software, shareware, community source Software and freeware. |
| 1. General Interest Charge | 1. (Core) | 1. means the Australian Taxation Office sourced rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth)expressed as a decimal rate per day*.* |
| 1. GFF Common Area | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means an area of a GFF Licensed Area or the Commonwealth Premises in which the GFF is located, identified in the plans in Appendix 1 of the relevant annex to Attachment K as a GFF Common Area. |
| 1. GFF Delay Event | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means any of the following:    1. the Commonwealth excludes the Contractor or Contractor Personnel from the GFF (or a substantial part of it) other than as reasonably necessary for the normal operation and maintenance of the Commonwealth Premises in which the GFF is located;    2. the Commonwealth requires the Contractor to relocate from the GFF to another location;    3. the GFF Licence is terminated by the Commonwealth; and    4. the Contractor cannot exercise (or fully exercise) a right granted under the GFF Licence due to a Commonwealth Default or a breach of a general law duty or an applicable law by an Unrelated Party, 2. other than as a result of a Contractor Default or an Excepted Risk. |
| 1. GFF Licence | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means the licence granted by clause 3.7 of the COC. |
| 1. GFF Licence Application Date | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. in relation to a GFF Licensed Area, means the date specified in the annex to Attachment K for that GFF Licensed Area as the date on which the GFF Licence applies to the GFF Licensed Area. |
| 1. GFF Licence Commencement Date | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. in relation to the GFF Licence for a GFF Licensed Area, means the date specified in the relevant annex to Attachment K as the date on which the GFF Licence applies to that GFF Licensed Area,. |
| 1. GFF Licence Expiry Date | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. in relation to the GFF Licence for a GFF Licensed Area, means the date specified in the relevant annex to Attachment K as the date on which the GFF Licence ceases to apply to that GFF Licensed Area. |
| 1. GFF Licence Fee |  | 1. means **[INSERT AMOUNT]** adjusted as provided in clause 8.2 of Attachment K. |
| 1. GFF Licence Term | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. in relation to a GFF Licence, means the period determined in accordance with clause 1.1 of Attachment K. |
| 1. GFF Licensed Area | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. in relation to a GFF Licence, means the area forming part of a Commonwealth Premises and identified as such in Appendix 1 of the relevant annex to Attachment K, including all buildings in that area and all Licensed Fittings in that area or those buildings. |
| 1. GFF Permitted Purpose | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means any of the following:    1. the purpose of performing the Contractor's obligations under and in connection with the Contract; and    2. if the Commonwealth Representative consents in writing to the use of a GFF Licensed Area for a purpose under or in connection with another contract to which the Commonwealth is a party, the other purpose. |
| 1. Goods and Services Tax | 1. (Core) | 1. has the same meaning as in the GST Act. |
| 1. Government Agency | 1. (Core) | 1. means a person or body performing governmental functions, including any of the following:    1. a body politic;    2. a government or government department or other body;    3. a governmental, semi-governmental or judicial person; and    4. a person (whether autonomous or not) charged with the administration of a law. |
| 1. Government Furnished Data or GFD | 1. (Optional) | 1. means the data (if any) identified as Government Furnished Data in:    1. Attachment G; or    2. the GFM section of an S&Q Order. |
| 1. Government Furnished Equipment or GFE | 1. (Optional) | 1. means the equipment (if any) identified as Government Furnished Equipment in:    1. Attachment G; or    2. the GFM section of an S&Q Order. |
| 1. Government Furnished Facilities or GFF | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means the GFF Licensed Area(s) identified in:    1. Attachment K; or    2. the GFF section of an S&Q Order. |
| 1. Government Furnished Information or GFI | 1. (Optional) | 1. means the information (if any) identified as Government Furnished Information in:    1. Attachment G; or    2. the GFM section of an S&Q Order. |
| 1. Government Furnished Material or GFM | 1. (Optional) | 1. is the collective name for the GFE, GFD and GFI. |
| 1. Government Furnished Services or GFS | 1. (Optional) | 1. means the services identified as ‘Government Furnished Services’ in:    1. Annex B to Attachment G; or    2. the GFS section of an S&Q Order. |
| 1. GST Act | 1. (Core) | 1. means the A New Tax System (Goods and Services Tax) Act 1999 (Cth). |
| 1. GST Group | 1. (Optional) | 1. means a GST group formed in accordance with Division 48 of the GST Act. |
| 1. Guaranteed Agreement | 1. (Optional) | Note to drafters: Include this if optional clause 6.8.2 is used in the COC.   1. means an agreement listed at Attachment 1 to the Master Deed of Guarantee and Indemnity. |
| 1. Guarantor | 1. (Core) | 1. means the guarantor (if any) specified in the Deed of Guarantee and Indemnity, as identified in Item 10 of the Contract Details. |
| 1. Hazardous Chemical | 1. (Core) | 1. has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth). |
| 1. Help Desk Services | 1. (Optional) | 1. means the Services as set out in clause 6 of the SOW. |
| 1. Indigenous Enterprise | 1. (Core) | 1. means an organisation that is 50 per cent or more Indigenous owned that is operating a business. |
| 1. Indigenous Participation Plan | 1. (Optional) | Note to drafters: Include this if the contract is subject to the Mandatory Minimum Requirements and will require an Indigenous Participation Plan. Attachment M will be based on the plan submitted in response to Annex H to Attachment A to the Conditions of Tender   1. means the plan at Attachment M detailing how the Contractor will meet the Mandatory Minimum Requirements for the Indigenous Procurement Policy. |
| 1. Indigenous Procurement Policy | 1. (Core) | 1. means the policy of that name, as amended from time to time, available as of the Effective Date at <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp> |
| 1. Indigenous Procurement Policy Reporting Solution | 1. (Optional) | 1. means the online portal where the Contractor is to report on their progress against their Mandatory Minimum Requirements under the Indigenous Procurement Policy. |
| 1. Insolvency Event | 1. (Core) | 1. means, in respect of a person, any of the following:    1. the person:       1. becoming insolvent;       2. ceasing to carry on all or a material part of its business; or       3. taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;    2. the appointment of a Controller, a liquidator or provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property;    3. the person becoming subject to external administration provided for in Chapter 5 of the *Corporations Act 2001* (Cth);    4. the person suffering execution against, or the holder of a Security Interest or any agent on its behalf taking possession of, any of the person's property (including seizing the person's property within the meaning of section 123 of the *Personal Property Securities Act 2009* (Cth));    5. the person being taken under section 459F(1) of the *Corporations Act 2001* (Cth) to have failed to comply with a statutory demand;    6. an order or resolution for the winding up or deregistration of the person;    7. a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; and    8. any analogous event under the law of any applicable jurisdiction. |
| 1. Intellectual Property or IP | 1. (Core) | 1. means all present and future rights conferred by law in or in relation to any of the following:    1. Copyright;    2. rights in relation to a Circuit Layout, Patent, Registrable Design or Trade Mark (including service marks); and    3. any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world, whether registered or unregistered. |
| 1. Key Performance Indicator | 1. (Optional) | 1. means a performance measure specified at Annex E to Attachment B as a KPI, being a measure that is used to determine the Contractor's entitlement to Performance Payments. |
| 1. Key Person | 1. (Optional) | 1. means a person filling a Key Staff Position. |
| 1. Key Staff Position | 1. (Optional) | 1. means a position that requires a person with highly specialised skills or such capabilities that are crucial to the success of the Contract, as identified in accordance with clause 3.11 of the COC. |
| 1. Latent Defect | 1. (Optional) | 1. means a Defect that:    1. was not discoverable by reasonable test, inspection or other methods of assurance before Acceptance of the Deliverables or Services; and    2. other than in relation to Software, falls outside the incidence of random failures to be expected of the Deliverables or Services of the relevant kind. |
| 1. Licence | 1. (Core) | 1. means a non-exclusive licence of IP in respect of TD, Software or Contract Material, being a licence that:    1. is fully paid-up and does not require any additional payment by the licensee, including by way of royalty or any other fee;    2. cannot be revoked or terminated by the licensor for any reason except on expiration of a statutory protection term;    3. operates in perpetuity without any action required on the part of the licensee to renew or extend the licence;    4. operates on a world-wide basis; and    5. binds each successor in title to the owner of the IP in respect of the TD, Software or Contract Material. |
| 1. Licensed Fittings | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means the following items in a GFF Licensed Area:    1. fixed internal partitioning and panelling;    2. floor coverings, window blinds and awnings;    3. cabling and connection points of any installed telecommunication systems;    4. lines, conduits, connections, taps, outlets, controls and regulatory and safety devices of any reticulated electricity, gas or water supply;    5. sinks and basins,    6. fire sprinkler systems;    7. light, heating and air-conditioning fittings;    8. installed warning or alarm systems;    9. signage supporting the function or the intended function of the GFF;    10. hoses and compressor units;    11. other fixed plant and equipment (not being GFE), including that listed in an appendix to an annex to Attachment K; and    12. any other items made available in a GFF Licensed Area by the Commonwealth for the Contractor’s use, 2. and any items that replace those while the GFF Licence is in force, but does not include items that are GFE.   Note to drafters: This list should be reviewed and updated depending on the actual licensed fittings. If a fitting which is being licensed does not appear on the list above, you will need to include it. Conversely, if an item is listed as being a 'licensed fitting' above, but is not being licensed to the Contractor, it should be deleted from the list above. |
| 1. Local Business | 1. (Core) | Note to tenderers: This definition will be included from the successful tenderer’s response to TDR G. |
| 1. Loss | 1. (Core) | 1. means any liability, loss (including economic loss), damage, compensation, costs and expenses. 2. ‘Losses' has a corresponding meaning. |
| 1. Maintenance | 1. (Optional) | 1. means all actions taken to retain material in, or restore it to, a specified condition or to restore it to serviceability; and ‘Maintain’ has a corresponding meaning. It includes inspection, condition monitoring, servicing, repair, overhaul, testing, calibration, rebuilding, reclamation, upgrades, modification, recovery, classification and the salvage of technical equipment. Maintenance includes both Corrective Maintenance and Preventive Maintenance. |
| 1. Malware | 1. (Core) | 1. means software or Source Code the intent or effect of which is malicious (ie, software that may appear to be dormant or perform a useful or desirable function, but that actually gains unauthorised access to system resources or induces the user to execute other malicious logic). Malware is a generic term for a number of different types of malicious code including adware, spyware, bots, ransomware, rootkits, trojans, viruses and worms. |
| 1. Mandatory Minimum Requirements | 1. (Optional) | Note to drafters: Include this if the contract is subject to the Mandatory Minimum Requirements and will require an Indigenous Participation Plan.   1. means the mandatory minimum Indigenous participation requirements imposed for high value contracts by the Indigenous Procurement Policy. |
| 1. Maintenance Services | 1. (Optional) | 1. means those Services associated with performing Maintenance, including the management of Maintenance activities. |
| 1. Market Review Date | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means each of the following dates: 2. a. [INSERT DATES]. |
| 1. Master Deed of Guarantee and Indemnity | 1. (Optional) | Note to drafters: Include this if optional clause 6.8.2 is used in the COC. Contact the ASDEFCON and Contracting Initiatives Team at [procurement.asdefcon@defence.gov.au](mailto:procurement.asdefcon@defence.gov.au) for information on the relevant Master Deed of Guarantee and Indemnity.   1. means the **[INSERT NAME OF THE DEED]** between the Commonwealth and the Guarantor dated **[INSERT DATE]**. |
| 1. Milestone | 1. (Optional) | 1. means an event specified as a Milestone in Annex B to Attachment B. |
| 1. Milestone Date | 1. (Optional) | 1. in relation to a Milestone, means the date for achievement of the Milestone as set out in Annex B to Attachment B. |
| 1. Milestone Payment | 1. (Optional) | 1. in relation to a Milestone, means the amount set out in Annex A to Attachment B in respect of the Milestone. |
| 1. Milestone Payment Schedule | 1. (Optional) | 1. means the schedule set out in Annex A to Attachment B. |
| 1. Mobilisation Payment | 1. (Optional) | 1. means the payment identified as a Mobilisation Payment in Annex A to Attachment B. |
| 1. Month | 1. (Core) | 1. means a calendar month. |
| 1. Moral Rights | 1. (Core) | 1. means:    1. a right of attribution of authorship;    2. a right not to have authorship falsely attributed; and    3. a right of integrity of authorship. |
| 1. Not-To-Exceed | 1. (Core) | 1. means a price (inclusive of any extra fees) that shall not be exceeded for the provision and completion of a Service, a Deliverable or of an approved work activity. |
| 1. Notifiable Incident | 1. (Core) | 1. has the meaning given in sections 35 to 37 of the *Work Health and Safety Act 2011* (Cth). |
| 1. Objectives | 1. (Core) | 1. has the meaning given in clause 1.3.1 of the COC. |
| 1. Off Ramp Date | 1. (Optional) | 1. means the date that is [INSERT OFF RAMP PERIOD IN YEARS E.G. TWO YEARS] before the end of the current Term, or such other date as is determined in accordance with the Contract. |
| 1. Operating Expenses | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor. This list should be reviewed and amended to ensure completeness and accuracy.   1. means the total of all costs, charges, fees, expenses, taxes and other outgoings paid or payable, charged or chargeable, assessed or assessable upon or otherwise incurred by the Commonwealth in respect of the Commonwealth Premises in which the GFF is located or in managing, supervising, operating, cleaning, painting, maintaining and keeping secure the Commonwealth Premises in which the GFF is located and not otherwise recouped by the Commonwealth under the GFF Licence, including all of the following:    1. all amounts paid or payable to any Government Agency in respect of the Commonwealth Premises in which the GFF is located (not including a GFF Licence fee, if any);    2. all insurance premiums payable in respect of the insurances effected by the Commonwealth in respect of the Commonwealth Premises in which the GFF is located against risks referable to the Commonwealth Premises in which the GFF is located or to the Commonwealth in relation to the Commonwealth’s ownership or interest in the Commonwealth Premises in which the GFF is located;    3. amounts incurred in respect of the maintenance, operation, renovation, repair, upgrade and upkeep of the Commonwealth Premises in which the GFF is located (other than those parts of the Commonwealth Premises in which the GFF is located from which the Contractor derives no benefit from a right of access);    4. amounts incurred in respect of cleaning, lighting, maintaining and servicing common areas;    5. amounts incurred in respect of caretaking, security and other expenses associated with facilities provided on or from the Commonwealth Premises in which the GFF is located;    6. amounts incurred in respect of control and security (including fees payable to the Commonwealth’s security contractors, car parking attendants and traffic supervisors) in connection with the Commonwealth Premises in which the GFF is located (including amounts incurred in respect of salaries and wages, labour on costs and accident compensation insurance premiums);    7. amounts incurred in respect of maintenance, repair and testing of firefighting and protection equipment (including sprinkler installations, hydrants, fire extinguishers, smoke detectors and other firefighting equipment) installed by the Commonwealth on the Commonwealth Premises in which the GFF is located, including amounts paid or payable to a Government in respect of the supply, maintenance, servicing and monitoring of fire alarms;    8. amounts incurred in respect of any other services (including IT services) provided in respect of the Commonwealth Premises in which the GFF is located, including:       1. amounts payable to specialist contractors;       2. wages paid to permanent staff employed; and       3. the cost of materials used by the Commonwealth, in connection with those services;    9. amounts that the Commonwealth incurs in respect of the management and supervision of the Commonwealth Premises in which the GFF is located and arrangements for use or occupation of or access to the Commonwealth Premises in which the GFF is located;    10. amounts incurred in complying with any requirement of a Government Agency in relation to the Commonwealth Premises in which the GFF is located (other than those parts of the Commonwealth Premises in which the GFF is located, to which there is no access or use by the public or the Contractor) but excluding requirements which are the responsibility of a particular tenant, licensee or occupier of the Commonwealth Premises in which the GFF is located; and    11. any other expenditure reasonably and properly incurred by the Commonwealth in the operation and maintenance of the Commonwealth Premises in which the GFF is located, 2. but excluding any of the following:    1. costs of capital repairs (provided these are not needed because of Contractor Default);    2. amounts that the Commonwealth is not permitted by law to recover from the Contractor;    3. amounts of GST in respect of the GFF Licence; and    4. any other amounts payable or to be borne by the Contractor under Attachment K. |
| 1. Operating Support | 1. (Optional) | 1. means the organisation of hardware, Software, materiel, facilities, personnel, processes, and Technical Data needed to enable each Mission System to be competently operated throughout its life. |
| 1. Operating Support Services | 1. (Optional) | 1. means those Services associated with:    1. operating a Mission System;    2. performing activities that directly enable the operation of a Mission System (eg refuelling, fire-fighting and ordnance loading); and    3. managing Operating Support activities, 2. but excludes Maintenance of a Mission System and the provision of the associated Supply Services at the operational level. |
| 1. Operative Date | 1. (Core) | 1. means the date specified in a notice under clause 1.5.4 of the COC. |
| 1. Ozone Depleting Substance | 1. (Core) | 1. means any substance identified as having ozone depleting potential in the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) or any regulations made under that Act. |
| 1. Patent | 1. (Core) | 1. means the rights and interests in any registered, pending or restored standard or innovation patent under the *Patents Act 1990* (Cth) or the corresponding laws of any other jurisdiction, including all provisional applications, substitutions, continuations, continuations-in-part, continued prosecution applications including requests for continued examination, divisions, additions and renewals, all letters patent granted, and all reissues, re-examinations and extensions, term restorations, confirmations, registrations, revalidations, revisions and supplemental protection certificates. |
| 1. Performance Event | 1. (Core) | 1. means an event or circumstance which prevents the Contractor from complying with clauses 6.1.1d or 6.1.1e of the COC. |
| 1. Performance Measure | 1. (Core) | 1. means a unit or standard of measurement pertaining to a particular Service, action or deed, measured either from the process itself or the impact on the resultant outcomes. |
| 1. Performance Payment | 1. (Optional) | 1. means each amount determined in accordance with clause 5 of Annex G to Attachment B in respect of the Contractor's performance against each KPI in the Review Period. |
| 1. Performance Relief | 1. (Optional) | 1. means relief from compliance with clauses 6.1.1d and 6.1.1e of the COC for a period specified by the Commonwealth, including agreement by the Commonwealth Representative to allow a value that is different to the measured value to be used when calculating the Adjusted Performance Score for a KPI for a Review Period. |
| 1. Personal Information | 1. (Core) | 1. has the same meaning as in the *Privacy Act 1988* (Cth). |
| 1. Personnel | 1. (Core) | 1. means all staff involved in the provision of the Services, including Commonwealth Personnel, Contractor Personnel and Subcontractor Personnel. |
| 1. Phase In | 1. (Optional) | 1. means the set of activities to be undertaken by the Contractor and Commonwealth, in respect of, and to prepare for, the commencement of the provision of the Services, which culminates in, and concludes on, the achievement of the Operative Date. |
| 1. Phase Out | 1. (Optional) | 1. means the set of activities undertaken by the Contractor and Commonwealth in respect of, and to prepare for, the expiry or earlier termination of the Contract or where there is a reduction in scope of the Contract. |
| 1. Postponement | 1. (Core) | 1. means the postponement of a due date for the provision of a Service. |
| 1. Postponement Event | 1. (Core) | 1. means an event or circumstance which prevents the Contractor from complying with clauses 6.1.1 a, 6.1.1b or 6.1.1c of the COC. |
| 1. Prescribed Activities | 1. (Core) | 1. means:    1. the use, handling or storage of any of the following Hazardous Chemicals:       1. a prohibited carcinogen, restricted carcinogen or lead, each as defined in subregulation 5(1) of the *Work Health and Safety Regulations* *2011* (Cth); or       2. hazardous chemicals the use of which is restricted under regulation 382 of the *Work Health and Safety Regulations* *2011* (Cth) including polychlorinated biphenyls;    2. the use, handling or storage of a Problematic Source;    3. high risk work as defined in subregulation 5(1) of the *Work Health and Safety Regulations* *2011* (Cth);    4. electrical work on energised electrical equipment as contemplated by the *Work Health and Safety Regulations 2011* (Cth); or    5. remote or isolated work as defined in subregulation 48(3) of the *Work Health and Safety Regulations 2011* (Cth). |
| 1. Privacy Commissioner | 1. (Core) | 1. means any person performing any ‘privacy function’ within the meaning of the *Australian Information Commissioner Act 2010* (Cth) |
| 1. Problematic Source | 1. (Core) | 1. means a source of ionising or non-ionising radiation, from a material or apparatus, that is required to be licensed with the Australian Radiation Protection and Nuclear Safety Agency. |
| 1. Problematic Substance | 1. (Core) | 1. means an Ozone Depleting Substance, Synthetic Greenhouse Gas, Dangerous Good or Hazardous Chemical. |
| 1. Project of Concern | 1. (Core) | 1. means any project or sustainment activity identified by the Minister for Defence and/or the Minister for Defence Materiel as a Project of Concern on the list held by Defence known as the Projects of Concern list. |
| 1. Proportionate Liability Law | 1. (Core) | 1. means any of the following:    1. *Civil Liability Act 2002* (NSW) – Part 4;    2. *Wrongs Act 1958* (Vic) – Part IVAA;    3. *Civil Liability Act 2002* (WA) – Part 1F;    4. *Civil Liability Act 2003* (Qld) – Chapter 2, Part 2;    5. *Civil Law (Wrongs) Act 2002* (ACT) – Chapter 7A;    6. *Proportionate Liability Act 2005* (NT);    7. *Law Reform (Contributory Negligence and Apportionment of Liability Act) 2001* (SA) – Part 3;    8. *Civil Liability Act 2002* (Tas) – Part 9A;    9. *Competition and Consumer Act 2010* (Cth) – Part VIA;    10. *Corporations Act 2001* (Cth) – Part 7.10, Div 2A; and    11. *Australian Securities & Investments Commission Act 2001* (Cth) – Part 2, Division 2, Subdivision GA. |
| 1. PT PCP | 1. (Optional) | Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.   1. means the Commonwealth’s ‘Payment Times Procurement Connected Policy’. |
| 1. PT PCP Policy Team | 1. (Optional) | Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.   1. means the relevant Minister, department or authority that administers or otherwise deals with the PT PCP on the relevant day. |
| 1. PT PCP Subcontract | 1. (Optional) | Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.   1. means a Subcontract between a Reporting Entity and another party (‘**Other Party**’) where:    1. the Subcontract is (wholly or in part) for the provision of goods or services for the purposes of the Contract;    2. both parties are carrying on business in Australia; and    3. the component of the Subcontract for the provision of goods or services for the purposes of the Contract has a total value of less than (or is reasonably estimated will not exceed) $1,000,000 (inc GST) during the period of the Subcontract, not including any options, extensions, renewals or other mechanisms that may be executed over the life of the Subcontract, 2. but does not include the following Subcontracts:    1. Subcontracts entered into prior to the Reporting Entities’ tender response for the Contract;    2. Subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Reporting Entity; or    3. Subcontracts for the purposes of:       1. procuring and consuming goods or services overseas; or       2. procuring real property, including leases and licences. |
| 1. PT PCP Subcontractor | 1. (Optional) | Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.   1. means the party that is entitled to receive payment for the provision of goods or services under a PT PCP Subcontract. |
| 1. PTR Act | 1. (Optional) | Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.   1. means the *Payment Times Reporting Act 2020* (Cth), as amended from time to time, and includes a reference to any subordinate legislation made under the Act. |
| 1. Quality | 1. (Core) | 1. means the degree to which a set of inherent characteristics fulfils requirements. |
| 1. Quality Assurance | 1. (Core) | 1. means that part of Quality Management focused on providing confidence that Quality requirements will be fulfilled. |
| 1. Quality Management | 1. (Core) | 1. means coordinated activities to direct and control an organisation with regard to Quality. |
| 1. Quality Management System | 1. (Core) | 1. means the management system implemented by the Contractor in accordance with clause 9.1 of the SOW for the purposes of Quality Management. |
| 1. Rate of Effort | 1. (Optional) | 1. means the work loading to be undertaken by the Contractor based on the set level of operations conducted by the Commonwealth during a period nominated in the Contract. |
| 1. Recurring Services | 1. (Core) | 1. means all of the Services, other than any S&Q Services **[and Task-Priced Services],** required to be provided by the Contractor under the Contract. |
| 1. Recurring Services Fee | 1. (Core) | 1. means, in respect of a given period, the amount determined in accordance with Annex C to Attachment B as the Recurring Services Fee. |
| 1. Registrable Design | 1. (Core) | 1. means a design able to be protected under the *Designs Act 2003* (Cth) or the corresponding laws of any other jurisdiction. |
| 1. Related Body Corporate | 1. (Optional) | 1. has the meaning given by section 9 of *the Corporations Act 2001* (Cth). |
| 1. Relevant Employer | 1. (Optional) | 1. means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The Supplier will continue to be obligated as a Relevant Employer until the number of its employees falls below 80. |
| 1. Remediation Plan | 1. (Core) | 1. means a plan required by clause 6.9 of the COC. |
| 1. Remote Area | 1. (Optional) | Note to drafters: Include this if the contract is subject to the Mandatory Minimum Requirements and will require an Indigenous Participation Plan.   1. means the areas identified in the Remote Indigenous Procurement Policy Map on the Indigenous Procurement Website (available as of the Effective Date at https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp), as updated from time to time. |
| 1. Repairable Item | 1. (Core) | 1. means a Stock Item that, when unserviceable, can be reconditioned or economically repaired to a serviceable state for further use. |
| 1. Reporting Entity | 1. (Optional) | Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.   1. has the meaning given to this term in the *PTR Act*. |
| 1. Reporting Entity Subcontractor | 1. (Optional) | Note to drafters: Include if clauses 11.9.13 to 11.9.17 (regarding PT PCP) are included in the COC.   1. means any person that:    1. is a Reporting Entity; and    2. provides goods or services directly or indirectly to the Contractor for the purposes of the Contract where the value of such goods or services are estimated to exceed $4,000,000 (inc GST). 2. ‘Reporting Entity Subcontract’ has a corresponding meaning. |
| 1. Requirements Determination | 1. (Optional) | 1. means the process which establishes the quantity of Stock Items to be procured, and comprises the assessment, requirement computation, and procurement determination based on historical use/consumption data. |
| 1. Required Performance Level | 1. (Optional) | 1. for a KPI, means the level of performance that enables a fully effective contribution to Defence-required outcomes, as specified for the KPI in Annex G of Attachment B. |
| 1. Review Period | 1. (Optional) | 1. means the period for measurement and assessment of the Contractor's performance against KPIs, as specified in Annex G to Attachment B. |
| 1. S&Q Quote | 1. (Core) | 1. has the meaning given in clause 3.14.2 of the COC. |
| 1. S&Q Order | 1. (Core) | 1. has the meaning given in clause 3.14.3 of the COC. |
| 1. S&Q Request | 1. (Core) | 1. means a request issued by the Commonwealth in respect of a proposed S&Q Service in the form of Part 1 of Annex A to DID-CSER-S&Q. |
| 1. S&Q Services | 1. (Core) | 1. means the Services identified as S&Q Services in the SOW and such other services requested by the Commonwealth in accordance with clause 3.14 of the COC that are directly related to the Services. |
| 1. Security Interest | 1. (Core) | 1. means any of the following:    1. a security for the payment of money or performance of an obligation, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement;    2. a ’security interest’ as defined in section 12(1) or (2) of the *Personal Property Securities Act 2009* (Cth); and    3. an agreement to create any of these or allow any of these to exist. |
| 1. Services | 1. (Core) | 1. means services and goods (including Deliverables, Technical Data, Software and Contract Material) required to be provided under the Contract and includes items acquired in order to be incorporated in the Services. |
| 1. Services being Phased Out | 1. (Core) | 1. has the meaning given in clause 14.1.1 of the COC. |
| 1. Sewerage Treatment Plant | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor. Ensure the Sewerage Treatment Plant is identified on the plan.   1. means the facility so identified on the plan at Appendix 1 of an Annex to Attachment K. |
| 1. Shared Facilities | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. in relation to the GFF Licence, means:    1. if a part of a GFF Licensed Area is identified in a plan at Appendix 1 to an annex to Attachment K as Shared Facilities, that part of the GFF Licensed Area; and    2. any part of a GFF Licensed Area specified as Shared Facilities in a notice by the Commonwealth Representative under clause 4 of Attachment K. |
| 1. Significant Event | 1. (Core) | 1. means:    1. any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Contractor or Contractor Personnel that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation;    2. any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Contractor or Contractor Personnel, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth’s reputation. |
| 1. Small to Medium Enterprise | 1. (Optional) | 1. means an Australian Entity which has up to 200 full-time equivalent employees. |
| 1. Software | 1. (Core) | 1. means a collection of computer code comprising a set of instructions or statements used directly or indirectly by a computer to bring about a certain result, (including using a computer programming language to control a computer or its peripheral devices) and includes computer programs, firmware, applications and updates, but excludes Source Code. |
| 1. Source Code | 1. (Core) | 1. means the expression of Software in human readable language which is necessary for the understanding, maintaining, modifying, correction and enhancing of that Software. |
| 1. Statement of Tax Record or STR | 1. (Optional) | 1. has the same meaning as in the Shadow Economy Procurement Connected Policy – Increasing the integrity of government procurement – March 2019. |
| 1. Statement of Work or SOW | 1. (Core) | 1. means Attachment A, including the annexes to the SOW and any specifications referred to in the SOW. |
| 1. Stop Payment Milestone | 1. (Optional) | 1. means a Milestone identified as a Stop Payment Milestone in Annex B to Attachment B. |
| 1. Stock Item | 1. (Optional) | 1. means an item which is either repairable or a non-repairable and held in inventory by the Commonwealth or the Contractor to support the provision of the Services. Stock Items include spares. |
| 1. Subcontractor | 1. (Core) | 1. means any person (not the Commonwealth) that, for the purposes of the Contract, provides items or services directly or indirectly to the Contractor and includes Approved Subcontractors; and "Subcontract" has a corresponding meaning. |
| 1. Subcontractor Personnel | 1. (Core) | means any officers, employees or agents of a Subcontractor. |
| 1. Supplies Acceptance Certificate | 1. (Core) | 1. means a certificate in the form of Annex A to DID-PM-MGT-SAC or other form agreed between the parties. |
| 1. Supply | 1. (Optional) | 1. means the comprehensive function of providing Products and Services needed by users at the time and place required, and includes identification, requirement determination, procurement, receipt, inspection, storage, distribution, stock recording and accounting, reclamation and disposal. |
| 1. Supply Services | 1. (Optional) | 1. means those Services associated with performing Supply activities, including the management of those Supply activities. |
| 1. Support and Test Equipment | 1. (Core) | 1. means equipment needed to support the operation, support and disposal of other items of equipment, as and when required. S&TE includes tools, personal protective equipment, test equipment and automated test equipment. S&TE does not include Training Equipment. |
| 1. Support Resources | 1. (Core) | 1. means the physical products, including spares, equipment, materials, facilities, Technical Data, personnel and any other physical resources required to enable the Services to be provided, as the case requires. |
| 1. Surveillance | 1. (Core) | 1. means continual monitoring and Verification of the status of an entity and analysis of records to ensure that specified requirements are being fulfilled (the entity could be a system, process, project, contract etc). |
| 1. Synthetic Greenhouse Gas | 1. (Core) | 1. means any gas identified as a Synthetic Greenhouse Gas in the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) or in any regulations made under that Act. |
| 1. System Audit | 1. (Core) | 1. means a systematic, independent and documented review of a system (a system being a set of interrelated or interacting elements) resulting in the obtaining of audit evidence and evaluating such evidence to objectively determine the extent to which the system and its associated processes, documentation and records comply with stated requirements. The review may include any elements of the system. |
| 1. Task-Priced Services | 1. (Optional) | 1. means the Services provided in accordance with clause 3.13 of the COC. |
| 1. Tax Invoice | 1. (Optional) | 1. has the same meaning as in the GST Act. |
| 1. taxable supply | 1. (Core) | 1. has the same meaning as in the GST Act. |
| 1. Technical Data or TD | 1. (Core) | 1. means technical or scientific data, know-how or information, reduced to a material form (whether stored electronically or otherwise) in relation to the Services, Deliverables, equipment and other products, and includes calculations, data, databases, designs, design documentation, drawings, guides, handbooks, instructions, manuals, models, notes, plans, reports, simulations, sketches, specifications, standards, Training Materials, test results and writings, and includes Source Code. |
| 1. Technical Data and Software Rights Schedule or TDSR Schedule | 1. (Core) | 1. means Attachment D to the Contract. |
| 1. Term | 1. (Core) | 1. means the period referred to in clause 1.9 of the COC |
| 1. Trade Mark | 1. (Core) | 1. means a trade mark protected under the *Trade Marks Act 1995* (Cth) or corresponding laws of any other jurisdiction. |
| 1. Trade Waste Treatment Plant | 1. (Optional) | Note to drafters: Include this if a GFF Licence is to be provided to the Contractor.   1. means the facility so identified on the plan at Appendix 1 of Annex **[INSERT ANNEX #]** to Attachment K. |
| 1. Training | 1. (Optional) | 1. means the processes, systems, materials, resources and Services for bringing Commonwealth Personnel to the required standard of competency by instruction, practice or other prescribed methodology. |
| 1. Training Equipment | 1. (Optional) | 1. means any item of equipment required to perform Training. |
| 1. Training Materials | 1. (Optional) | 1. means material, including reference manuals and publications under or in connection with the Contract that were not principally developed for Training, necessary for a suitably qualified instructor to effectively and efficiently conduct a sequence of Training and/or assessment given a body of students who meet the defined entry requirements. This material includes lesson plans, lesson guides, presentation materials, assessment tools (including plans, exams and/or question sets, checklists and reporting sheets), Training aids and other Training Equipment, student précis, mass briefs, mission plans, and, if applicable, computer-based training Software and manuals. |
| 1. Training Services | 1. (Optional) | 1. means those Services associated with performing Training activities, including the management of those Training activities. |
| 1. Training Support | 1. (Optional) | 1. means the organisation of hardware, Software, materiel, facilities, personnel, processes and Technical Data needed to enable Training to be competently provided under or in connection with the Contract. |
| 1. Verification | 1. (Core) | 1. means confirmation by examination and provision of objective evidence that specified requirements to which a Service or Deliverable, or aggregation of Services and Deliverables (including TD and Software), is built, coded, assembled and provided have been fulfilled; and “Verify” has a corresponding meaning. |
| 1. Unrelated Party | 1. (Core) | 1. means any person other than any of the following:    1. the Commonwealth and Commonwealth Personnel;    2. the Contractor and Contractor Personnel;    3. a Related Body Corporate of the Contractor; and    4. an employee, officer or agent of a Related Body Corporate of the Contractor. |
| 1. Use | 1. (Core) | 1. means, in relation to a licence of any TD, Software or Contract Material granted to a licensee, to:    1. use, reproduce, adapt and modify the TD, Software or Contract Material in accordance with the licence; and    2. disclose, transmit and communicate the TD, Software or Contract Material:       1. to the licensee’s employees, officers and agents; and       2. to a sublicensee under a sublicence granted in accordance with the licence. |
| 1. WHS Legislation | 1. (Core) | 1. means:    1. the *Work Health and Safety Act 2011* (Cth) and the *Work Health and Safety Regulations 2011* (Cth); and    2. any corresponding WHS law as defined in section 4 of the *Work Health and Safety Act 2011* (Cth). |
| 1. Wilful Default | 1. (Core) | 1. means a Default where the breach relates to an act or omission that is intended to cause harm, or otherwise involves recklessness in relation to an obligation not to cause harm. |
| 1. Working Day | 1. (Core) | 1. in relation to the doing of an act in a place, means any day in that place other than:    1. a Saturday, Sunday or public holiday; or    2. any day within the two-week period that starts on:       1. the Saturday before Christmas Day; or       2. if Christmas Day falls on a Saturday, Christmas Day. |